

Exhibit B Use of Grounds and Land at UMass Waltham, 240 Beaver Street, Waltham, Mass.

Specific Rules Governing Access To and Use of Facility

The following rules apply to use of the facility. All communications related to compliance with use rules and requests for permitted variances should be directed to Facility Manager (Tony Mazzeo) at the facility.

General Rules:

Civility and Adherence to Rules: Licensees are responsible for actions of their staff, guests and general public invited onto premises. Licensee is responsible for ensuring compliance with all facility rules.

Hours of Operation: Facility is open to licensees and their guests. The building is accessible from 6 AM-11 PM. Outside grounds are accessible from 6 AM till dark.

Parking: Parking is generally available in lots surrounding the building. No parking is allowed on the grass without prior approval. No vehicles are to be left overnight without prior approval.

Persons Authorized to Have Access to Facility: Each licensee is to provide to the Facility Manager a list of persons who will have regular access to the facility. All persons having regular access to the building must be over the age of 18. For persons utilizing space within the buildings this list will specifically identify those who are to receive building keys.

Special Events: Special events, such as plant sales, shows, educational programs and community events, which will use additional areas of the facility are permitted, subject to the approval of the University. Use of the facility can be scheduled through the Facility Manager. Additional fees may be charged to cover related costs to the University, such as staff time, rubbish removal, etc.

Operational Rules for Organizations Using the Grounds and Land

Facility Access: The grounds are open to licensees from 6 AM - dark. Cars are to be driven onto grass areas only to load and unload materials or for handicapped access. Parking areas for handicapped access will be identified in advance.

Staff Services: University staff are responsible for operation and maintenance of the facility. University staff do not provide plant production or administrative services. Each organization must provide their own labor and related services.

Rubbish and Organic Materials Removal: Licensee is responsible for removing rubbish and recyclable materials to dumpsters and/or receptacles for recycling. Plant waste and related organic materials are to be discarded in areas identified by the facility manager.

Site Maintenance & Appearance: Assigned area must appear neat, clean, and orderly throughout the year. Refuse cannot be left at the site. End of the season clean-up is required. Details for clean-up and closing of land operations will be provided.

Water and Utilities: Water is generally provided to each site. Water conservation must be practiced. Water leaks are to be reported to the Facility Manager. All groups using more than an acre of land and the community garden group (GROW) will provide their own water meter in order to monitor use. The University will limit water use as deemed necessary.

Alterations and Changes in Use of the Land: The land can only be used for the purpose stated in the application form and Agreement. Any changes in use or changes to the land or landscape must be requested in writing to the Facility Manager. This includes pruning any surrounding trees or shrubs and adding structures, fencing, trellises or related items.

Signage: Small descriptive signs are to be posted at the site, identifying the organization, use of the land (purpose) and contact person for further information.

Contacts and Communications: All issues related to building and facility use should be brought to the attention of the Facility Manager, Tony Mazzeo.

Joe Shoenfeld

Associate Director, UMass Center for Agriculture, Food and the Environment

July, 2018

(Policy Provisions) NCCI 00000000

INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INSURER: The Hartford Fire Insurance Company
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number: **13269**
Company Code: 1

POLICY NUMBER: **02 WEC CR4707**
Previous Policy Number: **02 WEC CR4707**

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1. **Named Insured and Mailing Address:** GROW NATIVE MASSACHUSETTS, INC.
(No., Street, Town, State, Zip Code) 240 BEAVER ST
WALTHAM MA 02452

FEIN Number: 27-3673855

State Identification Number(s):

The Named Insured is: Non Profit

Business of Named Insured: Other Social Advocacy Organizations

Other workplaces not shown above: 240 BEAVER STREET
WALTHAM MA 02452

2. **Policy Period:** From 09/25/18 To 09/25/19 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: INSURANCE PROVIDER GROUP/PHS
100 GREAT MEADOWS RD STE 705
WETHERSFIELD CT 06109

Producer's Code: 02023411

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(866) 467-8730

Total Estimated Annual Premium: \$267

Deposit Premium:

Policy Minimum Premium: \$181 MA

Audit Period: ANNUAL

Installment Term: Full Pay (100%Down)
The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan L. Castaneda
Authorized Representative

08/16/18
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Michelle Hinckley.
MBW DBA Insurance Provider Group		PHONE (A/C, No, Ext): (860)764-0555 FAX (A/C, No): (860)372-4972
100 Great Meadow Rd Ste 705 Wethersfield		E-MAIL ADDRESS: michelle@insuranceprovidergroup.com
		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A : Mount Vernon Fire Ins Co
		INSURER B : Hartford Fire Insurance Co. 19682
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES CERTIFICATE NUMBER: 18-19 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:		NPP2562494C	07/10/2018	07/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ Included D&O Liab-Non-Profit \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED-SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Included
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	02WECCR4707	09/25/2018	09/25/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to the General Liability policy per written agreement/contract.

CERTIFICATE HOLDER	CANCELLATION
University of Massachusetts College of Natural Sciences 318D Stockbridge Hall Amherst MA 01003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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MEMORANDUM OF AGREEMENT AND GRANT OF LICENSE

This Memorandum of Agreement and Grant of License is entered into on this 26th day of May, 2021 by and between the **University of Massachusetts Amherst**, having an address of 181 Presidents Drive, Amherst, Massachusetts 01003 (the “University” or “Licensor”), and **Tufts University c/o Colin Orians**, having an address of 364 Robinson Hall, 200 College Avenue – Tufts University, Medford, MA 02155 (the “Licensee”). The University and the Licensee may be referred to herein collectively as the “Parties”.

WHEREAS, the University is the owner of certain property located at 240 Beaver Street, Waltham, Massachusetts (the “University Property”);

WHEREAS, the Licensee desires to use approximately one (1) acre of the University Property for irrigation testing (the “Licensed Premises”). The Licensed Premises is depicted in **Exhibit A**, attached hereto and incorporated herein by reference.

WHEREAS, the University is amenable to granting the Licensee the foregoing rights, subject to the terms and conditions set forth below;

NOW, THEREFORE, in exchange for the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Term of License.** The Term of this License shall begin on June 1, 2021 and shall thereafter continue on a month-to-month basis, terminable by Licensor or Licensee upon thirty (30) days’ prior written notice to the other party.

2. **Terms of Use; Permitted Use.** The Licensee may enter and use the Licensed Premises at any time and from time to time during the Term for irrigation testing and related work (“Permitted Use”). The Licensee shall not interfere unreasonably with the use of the University Property by the University and others entitled thereto and shall comply with any reasonable rules and regulations governing the use of the University Property.

3. **Fee.** In exchange for the rights granted herein, Licensee shall pay Fifty Dollars (\$50.00) per month to the University on or before the first of each month, beginning on June 1, 2021.

4. **Release, Indemnification.** The University makes no representations or warranties as to the condition of the Licensed Premises. The Licensee releases and holds the University harmless against any claim by any of the Licensee for any injury or damage arising from said entry. The Licensee shall defend, indemnify and hold harmless the University from any and all liabilities, damages, loss, costs expenses (including reasonable attorneys’ fees), causes of action, suits, claims, demands or judgments arising out of or related to the negligence of any of the Licensee in connection with said entry, and/or other activities undertaken in connection with this License, the exercise of the rights granted by this License, or the release, emission, storage or maintenance by any of the Licensee of any Hazardous Materials on or near the Licensed

Premises during said entry, or activities undertaken in connection with this License. The provisions contained in this Section shall survive the expiration or termination of this License.

5. Insurance. The Licensee shall obtain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the Licensee's Permitted Use of the Licensed Premises under the terms and conditions of this License, to indemnify, defend and hold harmless the University: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Prior to entering the University Property the Licensee shall provide the University with a copy of such insurance policy in each case indicating the University is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better. The Licensee also shall obtain Vehicle Liability Insurance covering each vehicle of Licensee entering University Property in an amount not less than the compulsory coverage required in Massachusetts. The Licensee's failure to carry insurance shall be a material default of this License.

6. Termination. Either party may terminate this License upon thirty (30) days prior written notice to the other party.

7. Surrender. In the event that this License expires or is terminated, the Licensee shall, at its own expense, remove all its facilities, apparatus, equipment and property from the Licensed Premises, and shall restore the Licensed Premises to their original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the expiration or termination of this License.

8. The Licensee shall not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Licensed Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean any oil, hazardous waste, substances or materials, or pollutants, as such terms are defined under any existing or future statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder).

9. Authorized Representatives. In any case in which an approval, decision or permission is needed from one of the parties pursuant to this License or in connection with the matters contemplated herein, the following persons are authorized hereby to give such approval, decision or permission for the respective party:

For the University:

Name: Steven Goodwin, Deputy Chancellor
Address: Room 374, Whitmore Administration Building

Email: 181 Presidents Drive, Amherst, MA 01003
sgoodwin@cns.umass.edu

For the Licensee:

Name: Tufts University c/o Colin Orians
Boston Area Climate Experiment
Address: 364 Robinson Hall
200 College Avenue – Tufts University
Medford, MA 02155
Telephone: 617-627-3543
Email: colin.orians@tufts.edu

10. No Estate or Obligation Created. This License shall not be construed as creating or vesting in the Licensee any estate in the Property, but only the limited right of use as hereinabove stated.

11. Modifications and Amendments. Modifications or amendments to this License shall be in writing and duly executed by all the parties hereto to be effective.

12. Governing Law. This License shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. Entire Agreement. This License represents the entire agreement between the Parties and supersedes all other written or unwritten agreements between the Parties.

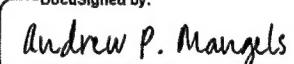
IN WITNESS THEREOF, the parties have signed this Memorandum of Agreement on the date first written above.

TUFTS UNIVERSITY

By: 

Robert Chihade
Director of Real Estate,
Tufts University

UNIVERSITY OF MASSACHUSETTS,
AMHERST

DocuSigned by:
By: 

Andrew P. Mangels
Vice Chancellor for
Administration & Finance